

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**UNITED FOOD AND COMMERCIAL WORKERS LOCAL NO. 1996  
5780 OLD NATIONAL HWY.  
COLLEGE PARK, GEORGIA 30349**

**AND**

**TECOM MAINTENANCE SERVICES  
8834 N. CAPITAL OF TEXAS  
HWY 302  
AUSTIN, TEXAS 78731**

**EFFECTIVE 10/1/00  
EXPIRES 9/30/03**

## BARGAINING AGREEMENT

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## **AGREEMENT**

This Agreement entered into by and between Tecom Maintenance Services, Inc., its successors and assigns, hereinafter designated as the Employer, and the United Food and Commercial Workers Union, Local 1996, chartered by the United Food and Commercial Workers International Union affiliated with the AFL/CIO, hereinafter designated as the Union.

Except in cases of condemnation or liquidation, this agreement shall be binding upon the parties hereto, their heirs, successors, administrators, executors and assigns. In the event the Warner Robins GSE contract is sold, leased, transferred or taken over by sale or transfer, lease assignment, receivership or bankruptcy proceedings or is taken over by management control; such operation shall continue to be subject to the terms and conditions of this agreement for the life thereof. Seniority of employees shall not be broken by any change of employer.

The Union expressly acknowledged and agrees that the Company is performing its services at Robins Air Force Base, under a government contract with the United States Air Force, and that in the event the Company's contractual relationship with the United States Air Force at said base should terminate, the Company shall be relieved of all the obligations under this agreement, which arise subsequent to the Air Force termination of the contract, or the expiration of the contract, which ever is applicable.

It is understood that this provision in no way relieves the Company from any legal obligation which would arise before the termination by the Air Force of its contract with the Company, or the expiration of the contract, whichever is applicable.

### **Article 1.**

#### **INTENT AND PURPOSE**

The Employer and the Union each represent that the purpose and the intent of the Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, and hours of work, and conditions of employment.

### **Article 2.**

#### **COVERAGE**

The Union shall be the sole and exclusive bargaining agent for all employees in the following classifications: all full-time and regular part-time employees employed in the Ground Support Equipment and Repair Operations at Robins Air Force Base, Warner

Robins, Georgia, including supply clerks, shop clerks, record clerks, operations employees, mechanics, paint shop employees, inspector/negotiators and general labor employees, but excluding office clerical employees, professional employees, the fire and safety monitor, guards, the assistant chief of quality control or supply and all other supervisors as defined in the Act.

Employees shall have the unqualified right to register complaints or grievances or to testify in any proceeding concerning the provisions of this Agreement without in any way jeopardizing their employment status or being subject to discrimination (by the Employer or the Union).

### Article 3.

#### UNION SECURITY CLAUSE

A. It shall be a condition of employment that all of the employees of the Employer covered by this Agreement who are members in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on the thirty-first (31st) day following the effective date of this agreement become and remain members in good standing in the Union.

B. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

### Article 4.

#### CHECK-OFF

A. For the duration of the present contract or any renewal thereof, the Employer agrees to deduct an amount equivalent to Union initiation fees and dues, on a twice monthly basis and remit to the local Union once each month in such amount as Local No. 1996 shall determine and provide for its members generally from the pay of each employee who has signed a properly approved authorization card. The Union shall officially, in writing, notify the Employer of its current initiation fee and monthly dues, and if there is any change, notice of the change will be given to the Employer in writing.

B. The Employer agrees that a standard deduction will be made once a year, from employees who have signed an "Active Ballot Club" check-off card.

## Article 5.

### UNION COOPERATION

A. The Union agrees to uphold the rules and regulations of the Employer in regard to punctual and steady attendance, proper and sufficient notification in case of necessary absence, conduct on the job, and all other reasonable rules and regulations established by the Employer.

B. The Union agrees to cooperate with the Employer in maintaining and improving safe working conditions and practices, in improving the cleanliness and good housekeeping and in caring for equipment and machinery.

C. The Union agrees to cooperate in correcting inefficiencies of members, which might otherwise necessitate discharge.

D. The Union recognizes the need for improved methods and output in the interest of the employees and the business and agrees to cooperate with the Employer in the installation of such methods, in suggesting improved methods, and in the education of its members in the necessity for such changes and improvements.

E. The Union recognizes the need for conservation and the elimination of waste and agrees to cooperate with the Employer in suggesting and practicing methods in the interest of conservation and waste elimination.

## Article 6.

### GRIEVANCE PROCEDURE

Section 1. Should any differences arise between the Employer and the Union or employees as to the meaning and application of the provisions of this Agreement or as to the compliance of either party with any of its obligations from this Agreement, or should there be a complaint or grievance by any employee of the Union or the Employer an earnest effort shall be made to settle such difference immediately under the following procedure:

(a) The grievance or complaint shall be reduced to writing and submitted to the shop steward from the department of the aggrieved employee. A meeting will be held between the employee affected, the shop steward and the department head within five (5) working days from the date the grievance or complaint was filed. If the grievance or complaint is not settled at this level, such grievance or complaint shall go to Step B.

(b) Between the aggrieved employee, the shop steward and/or the Union Business Agent and an executive of the Employer, within fourteen (14) days from the date of the meeting held in Step A. If the grievance or complaint is not settled at this level, such grievance or complaint shall go to Step C.

(c) Between the representative of the Union and an executive of the Employer, at which time either party may call in an outside representative. This meeting shall be held within seven (7) days from the date the meeting was held in Step B. If the grievance is not settled at this level, the Employer's executive representing the company, shall give the Union, in writing, his/her deposition of the grievance.

Section 2. A. Any grievance which has not been finally settled or disposed of in accordance with the steps of the Grievance Procedure herein outlined may be submitted to arbitration within ten (10) working days of receipt of the reply from Step C.

B. The Board of Arbitration shall consist of one person appointed by the Union and one person appointed by the Employer. If the representative of the Union and the representative of the Employer fail to satisfactorily settle the complaint within forty-eight (48) hours, those two persons shall then select an Arbitrator. The Arbitrator selected shall then constitute the Board of Arbitration and his decision shall be binding on both parties. The expenses incurred in the arbitration proceedings, such as hearing room stenographer, transcript(s), and Arbitration fees shall be divided equally between the Union and the Employer. Permanent Arbitrators for the term of this contract are:

1. Dorothy Cower Yancy
2. Phillip LaPorte
3. William H. Holley
4. James J. Odom

Grievances assigned to arbitration shall be rotated among the Arbitrators from top to bottom, unless either side chooses to strike the up coming arbitrator. Both the Company and the union will have the right to strike the next arbitrator for each case. If the named Arbitrator cannot set a hearing within thirty (30) days of notice sent to him, then the next Arbitrator on the list shall be named, subject to the same limitation. The selected Arbitrator shall render a decision within fifteen (15) days following the filing of briefs or close of the hearing if no briefs are filed. If briefs are filed, they must be filed by the parties within seven (7) days of the close of the hearing. In the event that none of the Arbitrators in the above list are available, then the parties will meet within forty-eight (48) hours to name an arbitrator for hearing the grievance. Failing to agree within seven (7) days in the selection of an arbitrator, the parties will request the American Arbitration Association to name an experienced Arbitrator within fourteen (14) days to hear the grievance in arbitration.

The authority of the arbitrator shall be strictly limited to the interpretation or application of the existing terms of this Agreement, and all other matters are expressly excluded from arbitration. The decision, when so made, shall be final and binding on all parties, and they agree that they will abide. The expenses and compensation of the arbitrator shall be borne equally by the Parties. Such cost shall be limited to the Arbitrator's fees and expenses, the hearing room and other costs as mutually agreed to.

The arbitrator shall consider only the particular issue or issues presented to him/her by the Company and the Union.

Time limits for all of the above may be waived by mutual agreement of the parties. No grievance will be discussed unless the above procedure has been followed.

Grievances must be taken up promptly, and no grievance will be considered or discussed which is presented later than twenty one (21) days after such has happened. The Union shall have the right to determine whether any employee's grievance is qualified to be submitted to arbitration by the Union, and such determination shall be final and binding on the employee and the Union. The Employer shall have the right to call a conference with the Shop Steward or official of the Union for the purpose of discussing his/her grievance or criticisms.

Section 3. The Union will not authorize, assist or support any strike or stoppage of work because of any matter covered by this Agreement and for which procedure for settlement herein provided is available but has not been utilized.

Section 4. Participation in any strike, slowdown, or sit-down or stoppage of work brought about either by action of the Union in violation of this Agreement or by action of individuals or groups without Union authority shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein. Any complaints as to the propriety of the disciplinary action taken by the Employer under this paragraph shall be taken up through the grievance procedure provided in this Article.

Section 5. Every employee must be given the opportunity to call in the shop steward or telephone the union office at the time of discharge if he/she so elects in order to present an immediate defense on his/her behalf concerning reasons of discharge.

Section 6. The Union shall have the right to designate a steward for each shift or shop. The Union shall submit to the Employer in writing the names of all such stewards. The authority of the stewards shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of this Agreement, and the handling of such Union business as may be delegated to them from time to time by the Union. A steward does not have the authority to call a strike, work stoppage, slowdown, or any other interference with the Employer's business. The steward shall have three (3) hours per week to investigate or present grievances and at no other times. If there are no investigations or grievances, he/she will continue to work these hours. The Steward is not to use his/her position as shop steward to avoid performing his/her duties to his/her Employer.

Section 7. Upon request, the person in charge will grant to any accredited union representative the right to visit job sites and communicate with the employees. The company will assist union representatives in obtaining necessary credentials in order for them to have access to Robins Air Force Base, Warner Robins, Georgia.

**Article 7.**

**NO STRIKE, NO LOCKOUT**

During the term hereof, the Union agrees that there shall be no strike or any other interference with or interruption of the normal conditions of the Employer's business by the Union or its members. The Employer agrees that there shall be no lockout.

**Article 8.**

**SENIORITY**

**Section 1.**

A. Seniority shall be broken down into two categories: total seniority and department classification seniority.

B. Total seniority shall be defined as the length of continuous service with the Employer in years, months, and days.

C. Department/classification seniority shall be defined as the length of continuous:

(a) Full-time service with the Employer in years, months, and days by classification and department.

(b) Part-time service with the Employer in years, months, and days by classification and department.

D. There shall be one seniority list for full-time employees and a separate seniority list for part-time employees. In the event of a lay-off for lack of work, it is understood that a full-time employee may displace a part-time employee in the same job classification in his or her department. When a part-time employee is promoted to full-time his date of promotion will be considered his/her seniority date for lay-off purposes.

**Section 2.**

A. Employees shall be laid off according to their respective department and classification position in the reverse order of seniority. It is understood and agreed that when the Company lays-off Employees, except in cases of disciplinary action and Employees designated as Temporary Employees, the Employees to be laid-off will be given a lay-off notice of one (1) week, or will be allowed one (1) week pay in lieu of



notice. For circumstances beyond the control of the Employer or causes due to an act of God, employees to be laid off will be given a lay off notice of three (3) days or will be allowed three (3) days pay in lieu of notice. Temporary Employees are employees who are hired with the written understanding that their position is created solely to meet indefinite increases in workload of an indefinite duration. Termination of the Company's contract with the government shall not require one-week notice of termination of employment. Recalls shall be in accordance with the Seniority List by department and classification.

B. Should an employee be laid off, he/she will have the right to transfer to their previous positions by department and classification if their total seniority exceeds another employee's total seniority. If the employee who is laid off held no previous position, then said employee is considered laid off and subject to recall. If no recall is made within six (6) months, then said employee would be formally terminated.

C. Seniority for personnel hired in the Electric Shop and Powered Shop after October 1, 2000 will be considered as one shop for lay-off purposes only. For all other purposes these shop personnel will continue as separate shops.

### Section 3.

A copy of the current Seniority List shall be available to the Union as requested; along with a detailed list indicating name, social security number, address, phone number, and pay rate. A detailed statement of department/classification seniority will be posted on the bulletin board of each department in October and April of each year.

### Section 4.

All new full-time Employees, except part-time Employees who are promoted to full-time positions and who have completed their probationary periods, and those rehired after a break in continuous service will be regarded as probationary employees for their first thirty-one (31) days of employment following their last date of hire. All new part-time Employees will be regarded as probationary. Employees for their first forty-five (45) days of employment following their last date of hire. It is understood that probationary Employees may be laid off or discharged at the exclusive discretion of the Employer. After an employee's probationary period is up, the employee will be placed on all Seniority Lists and receive length of continuous service credit from the last date of hire. If several new employees are hired on the same day, they will be listed according to the clock number assigned, with the lowest clock number having the most seniority.

Section 5. Seniority shall be considered broken if an employee is duly discharged for just cause by the Employer, if the employee voluntarily quits, or if he/she has been laid off continuously for a period of more than six (6) months, or if he/she is called back to work after a layoff and does not report for work within the applicable time period from the time of notice to return to work. Personal leave of absence without pay

shall not be counted toward employee's seniority.

Section 6. For purposes of seniority listing, the operation shall be divided into the following seniority departments: Operations, Powered, Supply, Paint shop, Non Power, Quality Control and Electric Shop.

Section 7. When new operations come into being, the contractor and union will meet to determine into which sectional/seniority groups the operation should be placed. and/or establish a new sectional/seniority group.

When new operations come into being, the Employer shall consider requests for consideration for transfer to these jobs. The Employer will base its selection upon:

- (a) seniority
- (b) ability to perform work
- (c) physical factors

When (b) and (c) are equal, then seniority shall govern.

Employees transferred into new operations shall be given the same consideration and orientation period, which would be, afforded a new employee.

Section 8. When Management determines that present sectional/seniority groups are to be abolished and the work ceases to exist, those persons affected having passed their probationary period shall replace a like number of employees junior to them in seniority from the bottom of the Seniority Lists. The displacing person must be able to do the work of the displaced person, be physically able and must have more seniority. The oldest seniority employee from such displaced group shall have first choice and the others continue in proper order until all have been relocated.

Section 9. Employees who are on layoff from the department within which they have seniority shall be given preference for employment opportunities in other departments, provided they are immediately qualified to perform the duties of the job opening, qualifications to be determined by the Employer as outlined in Section 7.

#### Section 10. Right of Temporary Interchange.

A. The Employer shall have the right to temporarily interchange employees from departments and between departments, providing, however, that no employee shall suffer a reduction in pay as a result of any such interchange, and such interchange shall not exceed a period of sixty (60) days. Any Employee temporarily transferred to a higher paid classification and performs the duties as required by the higher classification shall receive the rate of the higher classification for hours worked in the higher classification. However, the employee who has been transferred on a temporary interchange shall be offered a chance to return to his former position prior to filling his/her former position with another employee. The Employer shall maintain a written

record in each employee's file when a temporary interchange of one day or more occurs. This record shall indicate the job title and length of time spent on the temporary interchange.

B. Work assigned to employees outside their area shall be as follows:

1. On a voluntary basis by seniority.
2. In the event there are no volunteers or enough volunteers, the Company will make every effort to rotate work equally among all employees within that department.

#### Section 11. Right of Permanent Interchange.

Permanent interchange between departments, which shall be considered those involving transfers for a period in excess of sixty (60) working days, shall be subject to agreement between the Union and the Employer.

#### Section 12. Posting Vacancies.

A. When a full-time vacancy in any job occurs, the Company shall post a notice of that vacancy in all departments for a period of three (3) working days. The Company and the Union jointly agree to implement the following procedure for filling the opening.

(1). Notice will include name of job, rate, and estimated date to be filled, a brief but thorough job description, anticipated shift, required licenses, and other pertinent data.

(2). Employees will be allowed to bid on the job in writing on the basis of qualifications, ability, and seniority.

(3). If a vacancy occurs while a more senior Employee is on a leave of absence, or vacation, they will be given the opportunity to bid on the job within one week, after they return to work. The Employer may fill the position on a temporary basis, until all senior Employees have been notified of such opening. Employees who are interested in such vacancies shall sign such notice when posted.

B. For the purpose of this section, ability shall be construed to mean that an employee shall be physically and mentally fit to work regularly at the occupation and have sufficient skill as a result of previous actual or related qualifying experience or training to perform the tasks required in a workmanlike manner and be able to qualify in accordance with terms of Government Contract requirements. In the event the Company deems it necessary, the employee may be required to take a physical examination at the expense of the Employer to establish if he/she is physically fit to perform the duties of the occupation. Qualifying experience will be based on personnel files, resume and past performance as presented to a Selection Panel composed of a shop steward and two (2) supervisory people. Whenever the employer interviews for a biddable position the shop steward will be present during the interview.

C. An employee, while serving as a steward, shall be the last employee in his/her classification to be laid off, transferred from his/her department, or his/her shift, so long as other employees remain in his/her job title and in the department and on the shift for which he/she is designated as steward. This shall not apply to temporary transfers of five (5) days or less.

The employee may not use his/her super-seniority as a steward for the purpose of shift preference, (except to remain on his present shift), promotions, choice of vacation dates, and overtime.

#### **Article 9.**

### **WORKMEN'S COMPENSATION**

When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care. When an employee returns to work following the injury and is certified as ready and able to perform all regular duties but requires medical treatment as a result of the same injury, the Employer shall adjust his/her work schedule without penalty to the employee, except for the loss of pay while away from the job site.

#### **Article 10,**

### **DISCIPLINE AND DISCHARGE**

Section 1 - The Company retains the management rights to discipline an employee for just cause.

Section 2 - Before disciplinary layoff or discharge of employee is made final, the employee and his Union representative will be advised of the charges against the employee. The employee and his Union representative will be given the full opportunity promptly to present any defense to such charges. An employee may be temporarily suspended from work pending the completion of the investigation, but if upon completion of investigation, it is determined that no layoff or discharge penalty should be imposed, the employee will be paid for any time lost from regular work during such suspension.

Section 3 - The Company will make discipline effective without delay and by written notice to the employee with a copy promptly furnished to the authorized union representative and with a copy promptly mailed to the office of the employee's Union. If the employee or the Union feels that the action is not justified, claim for unjust discipline may be made and appealed in the manner provided in the grievance and arbitration articles of this collective bargaining agreement.

Section 4 - An employee proven to have been suspended from work or discharged without just cause will be returned to his former position and will be paid for

all time lost or granted such other relief as may be agreed upon by the employees Union and the Company or determined by an arbitrator in an arbitration procedure under this collective bargaining agreement.

Section 5 - Dishonesty, or drinking or being under the influence of alcoholic beverages or illegal drugs while on duty, or drinking of alcoholic beverages on company property, recklessness resulting in serious accident while on duty, or the transportation of unauthorized personnel in company operated vehicles shall be cause for immediate dismissal.

Section 6 - The Company will furnish to each employee and to the Union a copy of the revised Rules of Conduct for Employees. The Company considers that none of the provisions of such Rules of Conduct are in conflict with any of the provisions of this Agreement and that such Rules are reasonable and necessary for safe, effective and efficient operation. The Company reserves the management right to amend such Rules of Conduct in the future upon the Company's determination that such amendments are reasonable and necessary for the safe, effective and efficient operation of the plant, but no such amendment may be contrary to any of the terms or provisions of this Agreement. The contracting Union reserves the right to protest through the Grievance and Arbitration Procedure in this Agreement the reasonableness, the interpretation or the application of such Rules of conduct. By executing this Agreement, the contracting Union does not waive its right to contend that a provision in such revised Rules of Conduct, or any amendment thereto, is contrary to this Agreement, that it is unreasonable, that the Company has improperly interpreted such provision or that the Company has applied such provision in an arbitrary or unreasonable manner.

Section 7 - Warning notices: Warning notices will not be purged from the employee's file after nine (9) months. However, notices that are more than nine (9) months old will not be used to determine further disciplinary action.

#### Article 11.

#### LEAVE OF ABSENCE

A. The Employer shall grant to not more than two (2) employees the necessary time off without discrimination or loss of seniority rights and without pay to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided the Employer is given at least one (1) weeks notice in writing specifying the length of time off, but in no case shall the length of time off exceed one (1) year.

B. A medical leave of absence, not to exceed ninety (90) days will be granted to an employee upon written request supported by medical evidence. Extensions will be granted up to ninety (90) days at a time, for a accumulated total of eighteen (18) months per leave approval, if requested and granted in writing, supported by proper medical evidence prior to each expiration. Should the above language violate any provision of the

Americans with Disabilities Act, the Company and the Union will meet within sixty (60) days to discuss and correct the problem.

The employee will state, in writing, the leave of absence, date, reason for a medical leave of absence, and the anticipated date of return. (If the employee is physically/medically unable to submit the written request, the employee will telephone the Project Manager's office and make the request orally, unless unable to do so supported by medical evidence).

Prior to an employee returning to work after a medical leave of absence a written release form from the employee's physician must be submitted to the Project Manager's office. Any cost related to obtaining a physician's notice or statement not covered by the employee's health insurance would be paid by the employee.

In cases of absence due to an injury on the job, the maximum period for a leave absence shall be three (3) years, subject to the same provisions as stated herein.

C. A personal leave of absence up to thirty (30) days shall be granted to an employee who has had one (1) year continuous service for reasonable personal reasons but not for the purpose of engaging in gainful employment elsewhere. Any such employee desiring a leave of absence shall secure written permission from the Employer, with a copy to the Union, the length of absence to be agreed upon by the Employer and the employee.

The length of absence shall be commensurate with the need and without pay but shall not exceed thirty (30) days.

D. Family and Medical Leave Act (FMLA): A leave of absence of up to twelve (12) weeks (unpaid) shall be granted to an employee who has had one (1) year of continuous service and who has worked at least 1250 hours in the twelve (12) months prior to the request, pursuant to the basis provisions of the Family and Medical Leave Act. Any such employee desiring a leave of absence may be required to provide advance leave notice and medical certification prior to the leave notice and medical certification prior to the leave of absence being granted, subject to the provisions of the Act. The length of the absence shall be commensurate with the need. In the event there is a conflict 29 U.S.C. 2601 (FMLA) and this agreement, federal law shall prevail.

E. An employee who enters military service and returns for his/her job will be given full job reinstatement rights in accordance with the applicable Federal Laws.

F. Time spent on personal leave of absence will not be counted as time worked for the purpose of wage computation and will result in loss of seniority. Failure to report back to work at the end of a leave of absence shall result in the employee being considered a voluntary quit. Any employee accepting employment elsewhere while on leave of absence shall be considered a voluntary quit, except in a case

where such employee works for the Union. It is understood that no service credit toward earned vacation will accrue during such leave.

In returning to work, employees shall return to the position from which they left provided their length of service is greater than employees in similar job classifications. Employees not available for work for a period of fifteen (15) days will automatically be placed on official leave of absence.

When returning from leave, employees must give one (1) week's notice of their desire to return to work.

G. A full-time employee who serves on jury duty shall be paid for time necessarily lost from work provided, however, that the employee makes every reasonable effort to be available for work within their regular work schedule when not occupied with jury duty. The pay will be the difference between each day's jury fee and the employee's regular rate, provided every reasonable effort was made to return to work.

In the event any employee is subpoenaed by the employer to appear in court on behalf of the Employer, or assist in any legal proceedings on behalf of the Employer, the employee will be compensated for the time involved at his/her regular rate of pay, straight time or premium as set forth in Article 12 of this Agreement.

H. In the case of a death in the immediate family of an employee, the employee will be paid for a reasonable period of absence, depending on the circumstances, but not to exceed three (3) days, provided the Employee attends the funeral. In no case will the Employee receive more than his normal week's pay. "Immediate family" shall mean spouse, natural parent, stepparent, grand parents, natural and adopted child and stepchild living with the employee, brother and sister.

Leave without pay, not to exceed three (3) days, will be granted in case of a death of an Employee's grandchild, and step-child not living with the Employee.

It is understood that the employee must have been scheduled to work for the period of absence for them to receive pay.

I. Regular full-time employees will accumulate sick leave at the rate of four and one half (4.5) hours per month in any twelve (12) month period. To be eligible for sick leave, an employee must be employed by the Company for at least six (6) months. Sick leave not taken in any calendar year may be carried over to the following year. The total amount of sick leave an employee may accumulate shall not exceed one hundred eight (108) hours. The Company will allow increments of thirty (30) minutes on each individual sick leave request. A medical certificate from a doctor will be required when an employee has been off sick for three (3) consecutive days. Regular part-time

employees will accumulate sick leave at a rate of two and one-half (2.5) hours per month in any twelve (12) month period. To be eligible for sick leave employees must work eighteen (18) hours per week and be employed by the Company for at least six (6) months. Sick leave not taken in a calendar year may be carried over to the following year. The total amount of sick leave a part-time employee may accumulate shall not exceed forty-eight (48) hours. A part-time employee is defined as an employee who is not guaranteed any specific number of hours in a workweek or a specific schedule of work.

Sick leave may be used for either physician or dental appointments provided the appointment has been scheduled during the employee's regular scheduled hours, and the employee has made every reasonable effort to schedule the appointment outside his/her regularly scheduled hours.

Sick pay benefits will not be paid for sickness or injury due to excessive use of alcohol, use of drugs or narcotics, injuries incurred in a fight or brawl occasioned by any unlawful acts.

Employees may donate accrued sick leave to other employee with mutual consent between the Company and the Union.

Sick pay benefits will carry over to any contracting employer who takes over the G.S.E. contract.

The Employer will institute a controlled substance abuse program in accordance with current Company policy.

No employee will be called into work for the sole purpose of being given a drug test. All testing will be conducted during an employee's normal work schedule, excluding owl shift. Owl shift employees shall be held over at the completion of their shift. All time required of an employee for such test will be recorded as time worked, and no employee will be required to take time off to avoid overtime pay if the test should be beyond the normal shift or normal work week.

Should the hours of the facilities used for the purpose of drug testing change so that the above provisions can not be provided, the parties agree that they will, within thirty (30) days, meet to replace said provisions with a workable provision.

**J. Temporary Military Service:** Each full time employee, while actively employed in a bargaining unit position covered by this agreement, (but not while on layoff), who is absent because of performance by him/her because of:

(a) Temporary active duty for training as a Reserve or National Guardsman, not to exceed in any calendar year, either fourteen (14) consecutive days or ten (10) regular scheduled workdays, if such training is not performed on consecutive calendar days, or



(b) Temporary emergency duty as a National Guardsman will be reimbursed for each day of such absence on which he/she possesses one or more years of seniority in such bargaining unit and would otherwise have been scheduled to work (excluding, however, Saturdays and Sundays or in a case of seven day operations, the sixth and seventh days of his/her scheduled work week) up to a maximum of thirty days during any one calendar year

If he/she is absent for his/her entire shift because of such duty, he/she will be paid the difference between his/her gross military pay (including longevity pay and extra risk bonuses, but excluding quarters, subsistence, travel, or similar allowances) and his/her daily straight-time pay for his/her regular shift. If he-/she performs such duty and works on the same day, he/she will be paid the difference, if any between his/her actual earnings for that day, plus the military pay received and his/her daily straight-time pay.

Reimbursement to an employee under this section shall be payable only if the employee gives the Company prior notice of his/her call to such duty, and submits to his/her supervisor a "Military Pay Statement" fully completed by the employee and his Commanding officer (or other commissioned officer authorized to approve military pay vouchers) and when released or excused from such duty returns to work promptly.

## Article 12.

### WORKING CONDITIONS

#### Section 1.

A. The normal work schedule shall consist of five consecutive workdays, Monday through Friday, followed by two days of rest (Saturday and Sunday), except for those employees who are or could be scheduled to work on Saturday and/or Sunday, whose normal work schedule shall consist of five consecutive work days, followed by two days of rest, which shall be treated as their Saturday and Sunday, in that order.

It is possible that during twice yearly shift change an employee may have to work more than 5 days straight to accommodate shift changes, but no more than 7 days.

The normal workweek shall consist of forty (40) hours, Sunday through Saturday. Eight (8) consecutive hours of service exclusive of meal periods will constitute a regular workday for day shift employees.

By mutual agreement between the employee and the Company, the Company may schedule 10 hour workdays, 4 days a week, to equal a 40 hour workweek. In this instance daily overtime would be paid on hours in excess of 10 hours in one day. The Company will designate the shifts and number of schedules needed. Schedules shall be offered to employees on a seniority basis, with an option to revert back to 8 hour schedules being offered once every six months.

The normal work week shall consist of thirty-seven and one-half (37-1/2) hours, Sunday through Saturday, seven and one-half (7-1/2) consecutive hours, exclusive of meal periods, will constitute a regular work day for swing and owl shift employees.

Overtime is defined as all work performed in excess of eight (8) hours in any workday or work performed in excess of forty (40) hours in any workweek. Hours spent on vacation and holidays shall be counted as time worked toward work performed in excess of (40) hours in any workweek. All overtime shall be compensated at the rate of time and one-half (1-1/2) the employee's regular hourly rate. The definition of a full-time employee shall be one who is scheduled thirty-seven and one-half (37-1/2) hours or more per week.

B. If the overtime work is required, in excess of eight (8) hours per day, said overtime shall be offered to the most senior person on duty in that classification. If overtime is required, in excess of forty (40) hours per week, the Employer agrees to offer said overtime to the most senior person in that classification within that department.

C. All overtime shall be rotated so that whenever an employee accepts any overtime, then the company shall offer the next instance of overtime to the next most senior person in that classification and in the department, until the entire list has been expended. Then this process shall be repeated. In the event this list does not result in filling the needed classification, then the Employer agrees to go to the total seniority list for the department, and use the most senior person who is qualified to do the work. This list will be rotated also. An employee refusing overtime three (3) times in any twelve (12) month period shall be deleted from all overtime eligibility lists for a period of one (1) year beginning from the date of the third refusal.

D. At no time shall the Employer be left without a sufficient number of employees to do the work as determined by the Employer.

## Section 2.

A. All time worked shall be consecutive, except the time allowed for lunch. Lunch times shall be the same as those taken by government personnel, which is forty-five (45) minutes for day shift personnel, and thirty minutes (30) for swing shift personnel.

B. Operations employees shall be scheduled to take staggered lunch periods so that there will be continuous coverage of the Government Contract.

Section 3. Employees working the full day shall be entitled to two (2) fifteen (15) minute rest periods. These rest periods shall be taken as near to between starting time and lunchtime and between lunchtime and quitting time or whenever the break truck

arrives. Employees, who work a short day (4 hours) or less, shall be entitled to one (1) fifteen (15) minute rest period. Breaks may be staggered where operations cannot be stopped.

Section 4. The Employer agrees to offer shift preference to more senior employees twice annually in October and April when all requirements are equal. For the purposes of the above total seniority shall prevail.

Section 5. If an employee reports for work as scheduled, he/she shall receive a minimum of three (3) hours of pay at his/her base rate. An employee who leaves work of his/her own volition, or because of incapacity (other than industrial injury), or is discharged or suspended after beginning work, will be paid only for the number of hours actually worked during the day. An employee who leaves work because of incapacity due to industrial injury will be paid for the remaining hours of his/her shift at his/her base rate. Any employee, who is instructed to report to work on a call in basis, shall be guaranteed at least four (4) hours work. Employees who are unable to work because of prescribed medications shall call and report their absence in lieu of reporting to work.

Section 6. A. All employees will be required to punch time cards at the scheduled time(s) and scheduled place(s). Employees will not line up for punching in or out prior to three (3) minutes before the end/beginning of the scheduled time to punch in or out.

B. All employees who are laid off shall upon receipt of notice to return to work, contact the company within two (2) working days following date of receipt of notice, indicating his/her intent to return to work. He/she shall report for work within five (5) working days after date of receipt of notice from company. Provided, if the company does not receive a receipt for the certified mail notice of recall within seven (7) working days after mailing, the company shall be considered to have fulfilled its obligations and such employee shall forfeit his/her seniority. It shall be the responsibility of the employee to notify the company of any change of address, or of any extended absence from residence.

Section 7. An employee may be asked to work a split shift. No penalty will be imposed for refusing, provided there is a valid reason.

Section 8. All required uniforms will be furnished and laundered by the Employer. Failure to wear proper and sufficient uniforms will be handled in accordance with established Company Rules, Regulations and/or Policies. If the Government requires the employees to wear safety shoes, the Company and Union agree to re-open negotiations to discuss provision of the safety shoes. The Company agrees to keep insulated coveralls until April 15<sup>th</sup> each year.

Section 9. There will be a place designated in each department for the posting of Union Notices and/or Bulletins.

Section 10. The Employer agrees to furnish the necessary tools required by each employee for the performance of his/her job.

#### Section 11. Personnel Matters

A. Employees will be allowed to request early pay before taking vacation, provided the vacation is to be five (5) or more work days in length and further, provided that early pay is requested in writing at least two (2) weeks before vacation is scheduled to begin. One (1) paid holiday may be substituted for one (1) of the five (5) workdays referenced in the preceding sentence. If an employee requests five (5) days vacation and is denied five (5) days but is granted any part of the five (5) days, they shall be eligible for early pay.

Checks for early pay shall not be post dated, and shall contain the date the employee receives the check or be dated prior to that day.

B. Personnel records are considered privileged information. Therefore, only the specific employee and the Employer's representative will have access to them. In the case of a dispute, a business agent will be given access.

C. Failure to renew and show proof of any basic condition of employment such as a Georgia driver's license will be considered refusal to accept a condition of employment and will be grounds for termination. All employees are subject to government driving regulations while on Robins Air Force Base.

D. Falsifying applications, employment forms, equipment forms, work orders and work requirements will be considered intent to defraud and will be grounds for termination.

E. The Employer requires an eight (8) hour notice for any schedule absenteeism except in case of illness or emergency. Operations Employees shall give the Company notice of an unscheduled absence at least one (1) hour before their scheduled shift is to begin. Where possible, they should give the Company two (2) hours notice.

F. Tardiness. The employee will be docked for time lost; extenuating circumstances will be considered. Continued tardiness and absenteeism will result in counseling and if continued could result in termination.

G. All personnel matters will go through the shop supervisor. If the supervisor cannot handle the situation, then the employee will be referred to the Project Managers' office.

H. Insubordination is defined as refusing a supervisor's lawful order, refusing a task in the employee's skill level or classification or contract requirements, and/or flagrant disregard for Company Policy and/or Government regulations.

I. All employees who are injured on the job shall be immediately sent to a

Company Doctor and will not be accepted back to work unless and until he/she presents a medical clearance to be fully able to perform his/her assigned job classification.

J. Part-time employees will be required to work any of the three (3) work shifts for which called unless otherwise agreed to by the Employer. If a part-time employee is called and refuses to work or is not home, the next person on the call-in list will be called. Four (4) refusals or four (4) non-availabilities within a thirty (30) day period shall be grounds for dismissal.

Employees, who have limited availability due to other employment or education reasons, will give availability schedule to the employer. These employees will be on call only during these hours of availability.

In the event a part-time employee is called to work and is not available due to prior doctor or dental appointment and refuses to work; this refusal shall not be included in the criteria of four (4) for dismissal. The employee shall provide the Employer proof of the appointment or visit upon request.

Part-time employees will be selected to full-time positions based on: (a) personnel records, (b) the ability to perform the classification, (c) attendance records and (d) seniority. When all requirements are equal, seniority will govern. There shall be one seniority list for full-time employees and a separate list for part-time employees. In the event of a layoff for lack of work, it is understood that a full-time employee may displace the least senior part-time employee in the same job classification in his/her department. When a part-time employee is promoted to full-time, his/her date of promotion will be considered his/her seniority date for layoff purposes. Seniority shall be considered broken if an employee is duly discharged by the Employer, if he/she voluntarily quits, if he/she has been laid off continuously for a period of more than six (6) months, or if he/she is called back to work after a layoff and does not report for work within the applicable time period from the time of notice to return to work.

Before employees are hired from outside the bargaining unit to fill vacancies in the bargaining unit positions, it is the intention of the Company to promote from within the bargaining unit if available employees have, as determined by the Company, the present skill, ability, and qualification necessary to perform the work. The part-time employee shall have the right to grieve the Company's determination to the extent that such determination was arbitrary and capricious.

K. Work requirements and facilities for all employees are determined by the Government Contract. The Government has total authority of all work requirements in all work areas. The Employer has the right to send people home because of non-available work and/or inclement weather without pay. Employees may request vacation pay to supplement lost hours. Employees reporting to work as scheduled will be paid in accordance with Article 12, Section 5.

L. Any employee in possession of either weapons, firearms or illegal drugs will

be immediately removed from the Government reservation and will be terminated.

M. Sleeping on the job shall be grounds for termination.

N. Employer will post Absenteeism and Tardiness Policy on Bulletin Board and employees requesting a copy of the policy shall be furnished such by the Employer.

### Section 13.

A. The Employer agrees not to enter into an Agreement or Contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

B. The Employer and the Union agree that should any portion of this Agreement conflict in any way with the Government Contract, the Government Contract shall prevail.

Section 14. All work and service outlined in G.S.E. contract F09650-97-0005 shall be performed by employees of the bargaining unit when the facilities and equipment provided by the government permits the work to be performed in-house. When in-house facilities and equipment will not permit repairs, maintenance or services to be performed in-house, the contractor may use an outside vendor to accomplish the services. If the employer violates this section using non-bargaining unit people, the employee filing the grievance shall be paid equal to the top rate employee for the time spent by the non-bargaining unit person performing bargaining unit work. If more than one employee files the grievance the time will be split equally between the employees.

Section 15. Safety/ Labor Management Committee. The employer agrees to provide a safe and healthy work environment for employees and to maintain high standards of work place sanitation, ventilation, cleanliness, light and noise levels, adequate heating and cooling and health and safety in general. The Union acknowledges its responsibility to promote health and safety and will cooperate with employer in striving to maintain such standards. The facility safety committee shall include an equal number of supervisory and bargaining level employees, and they shall meet quarterly. One of the bargaining level employees could include a Union Representative, and minutes from meeting shall be kept.

The purpose of the committee shall be to establish recommendations for abatement and/or solution of any health and safety problems. The committee will consider the safety concerns of the employees as a priority, and good faith consideration will be given to the committee's recommendations.

## Article 13.

### HOLIDAYS

Section 1. Paid holidays shall be: New Year's Day, Martin Luther King, Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day and Employees Birthday.

Employee's birthday shall be celebrated within the month in which the birthday occurs. This day will be one that is mutually agreeable between the employee and the Employer. If more than one employee requests the same day off, then seniority shall be the controlling factor.

If a regular payday falls on a holiday, employees shall be paid on the preceding date.

Section 2. An employee must work the day prior to the authorized holiday and the day following the holiday, unless on vacation, or absence is due to proven illness, or is excused by the Employer. Employees on leave of absence, layoff or Workman's Compensation will not be eligible for holiday pay.

Section 3. Holiday work shall be rotated equally among all employees both full and part-time by department and classification. There will be one seniority list posted including both full-time and part-time, and employees shall be offered holiday work beginning in seniority order. If a person refuses holiday work when his/her name appears on the seniority list, it shall count as time worked for purposes of rotation. All hours worked on a contract approved holiday shall be paid at the employee's straight-time base rate for all hours worked, plus shift differential, if applicable, in addition to holiday pay.

Section 4. Holiday pay for part-time employees will be calculated on the formula provided under Government Contract as follows; number of paid holidays times eight (8) hours per holiday times individual employee's regular rate of pay. This total divided by 2,080 hours (52 weeks x 40 hours) to obtain a rate of credit per hours worked. Employees receive holiday pay at the above calculated rate times actual hours worked since previous paid holidays.

Section 5. In every case the Air Force designated day shall be observed as the holiday.

## Article 14.

### VACATIONS

Section 1. A. Effective October 1, 1984, employees will be eligible for vacations on their respective anniversary dates (date of hire) at the following intervals provided their service has been continuous:

1 Year	1 Week
2-4 Years	2 Weeks
5-7 Years	3 Weeks
8-11 Years	4 Weeks
12-19 Years	5 Weeks
20 Years or more	6 Weeks

Employees shall be eligible to receive a proration of the employees vacation in an amount equal to one twelfth (1/12th) of the employee's regular vacation of each completed calendar month worked in the employee's current vacation year, provided the employee has completed at least twelve (12) months of employment with the company.

B. A full-time employee who resigns, is laid-off, or is discharged for reasons other than for cause and who has otherwise qualified for vacation at the time of the resignation or discharge or layoff, shall be eligible to receive a proration of the employee's vacation pay in an amount equal to one twelfth (1/12th) of the Employee's regular vacation pay for each completed calendar month worked in the Employee's current vacation year, provided the Employee has completed at least one year of employment with the Company.

Section 2. In the event of a conflict on vacation time, the employee(s) with the greater seniority within the department will be given preference.

Section 3. All vacation requests must be submitted at least eight (8) hours in advance of the time to be taken off. Vacation requests must be submitted during the regular day shift workday (Monday - Friday), and must be for at least one (1) hour or more.

Section 4. A part-time employee who is not entitled to a full-time vacation shall be granted a part-time vacation under the same general rules for full-time employees. Part-time vacation will be figured on the number of hours worked in the vacation qualifying year divided by fifty-two (52).

Section 5. Vacation pay of not less than one (1) week shall be paid not later than the last working day preceding the employee's vacation, provided the employee gives at least two (2) weeks' notice to the Employer.



Section 6. Vacation shall not accumulate or be carried over to a subsequent year but must be taken within the year following the employee's eligibility date. Vacation will be scheduled within the vacation year each year. Employees will receive pay for unused vacation at the end of the year if the Employer has caused cancellation of any employee's vacation.

Should the Government cancel this G.S.E contract or Tecom Maintenance Services loses or sells this contract for any reason, all employees will be paid for all accrued vacation entitlement.

## Article 15

### UNIONS AND EMPLOYERS PENSION FUND

Effective October 01,2000 Tecom agrees to pay eighty one cents (\$.81), Effective October 01,2001 ninety six cents (\$.96) and Effective October 01,2002 one dollar and sixteen cents (\$1.16) these amounts are to be paid as follows:

United Food and Commercial workers Unions and Employers Pension Fund

A. The Employer agrees to contribute to a jointly administered Trust Fund known as the United Food and Commercial workers Unions and Employers Pension Fund, effective October 01, 2000 forty (.40) for all hours paid up to forty (40) hours per week for all employees in the Bargaining Unit. Hours paid shall include paid hours of vacation, holidays and hours of leave paid for by the Employer. Such contributions shall be made on or before the twentieth (20th) day of each month for the preceding calendar month. Upon payment of monthly contributions, the Employer shall report to the Union and the Trust Fund all hours worked by all employees for which contributions were required during the preceding month.

B. The contribution provided for in (A) hereof shall be for the purpose of providing such pension benefits for eligible employees and other eligible persons as are determined from time to time by the Trustees of the aforesaid Trust Fund pursuant to the terms of the Trust Agreement and Declaration of Trust which shall be designated as Appendix A and attached to this Agreement as part thereof.

C. The Employer hereby agrees to execute and be bound by the existing trust agreement covering the aforesaid fund and any amendments thereto, without delay as determined by the Wage Determination and the Government G.S.E. Contract at Robins Air Force Base, Georgia.

D. The Employer shall begin to make contributions to the Trust Fund on

September 1, 1982. In the event that Treasury Department approval has not been received, or contributions to the Trust Fund are not deductible expenses under the Internal Revenue Code of 1954, for any reason or if for any reason the Fund cannot begin to receive contributions by September 1, 1982, then all of the contributions which the Employer is required to make to the Fund shall be paid into a separate, interest-bearing, bank account until such time as the Trust Fund can receive such contributions and interest. Upon payment of monthly contributions, the Employer shall report to the Union and the Trust Fund all hours worked by all employees for which contributions were required during the preceding month.

E. On the date that the Employer is obligated to make contributions into the Pension Fund or into the interest-bearing account provided for above, the employees covered by this Agreement upon such date shall automatically cease to participate in the Employer's Pension Plan (if any) then in effect. The Union as the Bargaining Agent for the employees covered by this Agreement agrees on behalf of each of the said employees who are participating in the Employer's Pension Plan that each of said employees in consideration of the Agreement by the Employer to contribute to the United Food and Commercial Workers Unions Southern Division and Employers Pension Fund enabling said employees to participate therein shall then withdraw from and surrender, release and relinquish whatever rights, privileges and benefits he/she has, if any, in the Employer's Pension Plan effective with the date the Employer is obligated to make payments into the United Food and Commercial Workers Unions Southern Division and Employer's Pension Fund.

F. The Employer agrees that any Employer who executes or has executed a collective bargaining agreement with this Union or with other Local Unions, within the geographical jurisdiction of the Southern Division, chartered by the United Food and Commercial Workers International Union, which provides for contributions to a Pension Fund, shall be entitled to become a signatory to the Trust Agreement mentioned above by agreeing to the terms of the Trust Agreement and is accepted for participation in the Trust Agreement.

#### Industry Pension Plan

A. Effective October 01, 2000, the Company shall pay forty one cents (\$.41) per hour and Effective October 01, 2001 the Company shall pay fifty six cents (\$.56) and Effective October 01, 2002, the company shall pay seventy six cents (\$.76) to the United Food and Commercial Workers International Union Industry Pension Fund for employees who have completed twelve months of employment. All contributions under this section shall be due and payable by the tenth (10th) day of the month following the month for which the hours are reported.

B. The jointly administered Employer-Union Pension Fund shall be administered by an equal number of Trustees representing the Employer and an equal number of trustees representing the Union. Said Pension of the Fund shall be used to provide pension benefits for eligible employees of the employer as provided in a Plan Document,

the terms and provisions of which have been agreed upon by the parties hereto; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges, and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust, or any income therefrom, shall be paid out of the Pension Fund.

C. Said Pension Plan and the Trust Agreement establishing the Pension Fund has been submitted to the United States Treasury Department for the approval and rulings satisfactory to the employer that said Plan is qualified under I.R.C. Sec. 401, et. Seq. And that no part of such payments shall be included in the regular rate of pay of any employee.

D. A copy of the Trust Agreement, as amended from time to time shall be made a part hereto. The Trust Agreement and Pension Plan shall, in all respects, comply with all applicable legal requirements.

#### Article 16.

#### HEALTH AND WELFARE AND LEGAL CARE

Section 1. The term "eligible employee" shall mean any employee who has been employed for a period of eight (8) consecutive calendar weeks immediately preceding the first of any month and during said eight (8) week period has worked at least two hundred and twenty-four (224) hours. Such an employee becomes eligible for Health and welfare benefits on the first day of the second calendar month immediately following completion of the eight (8) week period (224) hours and such date shall hereinafter be referred to as his/her eligibility date.

Section 2. In the case of part-time employees, the term "eligible employee" shall mean any employee who has been employed for a period of eight (8) consecutive weeks immediately preceding the first of any month and during said eight (8) week period has worked at least ninety-six (96) hours. Such an employee becomes eligible for Health and welfare benefits on the first day of the second calendar month immediately following the eight (8) week period (96) hours and such date shall hereinafter be referred to as his/her eligibility date.

Section 3. Effective October 1, 2000, the Employer shall contribute four hundred twenty-nine and 83/100 (\$429.83) per month for each eligible full-time employee.

Effective October 1, 2002 the contribution shall be four hundred sixty-four and 22/100 (\$464.22) for Health & Welfare contributions for all eligible full-time employees.

Effective October 1, 2000, the Employer shall contribute one hundred twenty-nine and 79/100 (\$129.79) per month for each eligible part-time employee.

Effective October 1, 2002 the contribution shall be one hundred forty and 18/100 (\$140.18) for Health & Welfare contributions for all part-time eligible employees.

Section 5. Effective October 1, 1997, the Employer shall contribute five dollars (\$5.00) per month for each eligible employee, whether full-time or part-time, to the United Food and Commercial Workers Unions and Employers Legal Assistance Fund, which Fund is a jointly administered Employer and Union Trust Fund as provided in the Trust Agreement.

Section 6. Contributions to each Trust Fund shall be discontinued as of the first of the month immediately following:

A. A layoff or leave of absence of thirty (30) calendar days or more except as otherwise provided below.

B. The employees ceasing to be an eligible employee due to his/her failure to work an average of two-hundred twenty-four (224) hours or more for eight (8) consecutive calendar weeks or in the case of a part-time employee due to his/her failure to work ninety-six (96) hours or more for the eight (8) consecutive weeks immediately preceding the first day of any month. For the purpose of this paragraph, an eligible employee who is on an approved personal leave of absence of two (2) weeks or less or on military leave of absence of two (2) weeks or less shall be credited with the hours he/she would normally have worked in such week or weeks.

Section 7. Contributions to the Trust Fund shall be continued under the following conditions:

A. In case of illness, pregnancy, non-compensable or compensable injury, six (6) months contribution following the month in which the illness or injury occurred. In case of compensable injury, contributions will be made until such time as the employee is allowed to return to work or a final settlement is reached on his claim.

B. The Employer agrees to pay the contributions to the following Trust Fund for eligible employees for one (1) month following termination of employment. This obligation shall not be required when an employee is discharged for dishonesty, drinking or drunkenness on the job or resigns. If Tecom Maintenance Service should lose this government contract for any reason, then paragraph B shall not apply.

C. The Employer agrees to pay the contributions to the Health and Welfare Trust Fund per Article 16 of this agreement for eligible employees on an approved Family and Medical Leave of Absence, not to exceed twelve (12) weeks pursuant to the provisions of the Family and Medical Leave Act.

Section 8. Employee contributions, which have been discontinued as provided in paragraph 7-A, will be resumed on the first day of the month following a return to work on the Employer's active payroll after illness, injury, or pregnancy.

Section 9. The "eighth (8) consecutive calendar weeks" referred to in section one (1) shall mean the eight (8) consecutive calendar weeks immediately preceding the first day of the calendar month.

Section 10. When an employee fails to qualify for the two hundred twenty-four (224) hours contribution as provided in Section Three (3), but does qualify for the ninety six (96) hour contribution provided in Section Four (4), that contribution shall be made when the contribution provided in Section Three (3) is discontinued.

## Article 17.

### WAGES

Section 1. The hourly rates of pay and job classifications are set forth below in the Wage Determination of the Government contract, and shall constitute the basis for determination of wages for time worked.

#### WAGE RATES FOR EMPLOYEES HIRED PRIOR TO OCTOBER 1, 1984:

CLASSIFICATION:	10/01/00	10/01/01	10/01/02
INSPECTOR/NEGOTIATOR	19.85	20.44	21.06
AUTOMOTIVE MECHANIC	19.69	20.28	20.89
MAINTENANCE ELECTRICIAN	19.69	20.28	20.89
ELECTRICAL MECHANIC	19.69	20.28	20.89
MAINTENANCE WELDER	19.69	20.28	20.89
MAINTENANCE PAINTER	18.68	19.24	19.82
NON-POWERED MECHANIC	18.42	18.98	19.55
EQUIP. & SVC. MECHANIC	17.67	18.21	18.75
MISC. G.S.E. SERVICES	17.13	17.65	18.18
PAINTER/STENCILER	16.63	17.13	17.65
MISC. REPAIRMAN HELPER	14.41	14.84	15.29
WELDER HELPER	14.41	14.84	15.29
SANDER/TAPER	14.72	15.16	15.62
TUG DRIVER	13.66	14.07	14.49
DISPATCHER	14.16	14.58	15.02
REARCH SPECIALIST	13.54	13.95	14.37
SUPPLY CLERK	13.66	14.07	14.49
SHOP CLERK	13.66	14.07	14.49
RECORDS CLERK	13.66	14.07	14.49
GENERAL LABORER	11.96	12.32	12.69
WAREHOUSE SUPPLY CLERK	13.91	14.33	14.75
TIREMAN	17.67	18.21	18.75

SUPPORT TECHNICIAN- shall receive \$1.00 per hour in addition to their rate of pay.

WAGE RATE FOR EMPLOYEES HIRED AFTER OCTOBER 1,1984  
EFFECTIVE OCTOBER 1, 2000

	START	AFTER 1YR.
TUG DRIVER	\$ 11.75	13.66
DISPATCHER	12.25	14.16
RESEARCH SPEC.	13.09	13.54
SUPPLY CLERK	12.61	13.66
SHOP CLERK	12.61	13.66
RECORDS CLERK	12.61	13.66
GENERAL LABOR	11.95	11.96
WAREHOUSE SUPPLY CLERK	12.86	13.91

SUPPORT TECHNICIAN - shall receive \$1.00 per hour in addition to their rate of pay.

WAGE RATE FOR EMPLOYEES HIRED AFTER OCTOBER 1,1984  
EFFECTIVE OCTOBER 1, 2001

	START	AFTER 1YR.
TUG DRIVER	12.10	14.07
DISPATCHER	12.62	14.58
RESEARCH SPECIALIST	13.48	13.95
SUPPLY CLERK	12.99	14.07
SHOP CLERK	12.99	14.07
RECORDS CLERK	12.99	14.07
GENERAL LABOR	12.31	12.32
WAREHOUSE SUPPLY CLERK	13.24	14.33

SUPPORT TECHNICIAN - shall receive \$1.00 per hour in addition to their rate of pay.

WAGE RATE FOR EMPLOYEES HIRED AFTER OCTOBER 1, 1984  
EFFECTIVE OCTOBER 1, 2002

	START	AFTER 1 YR.
TUG DRIVER	12.47	14.49
DISPATCHER	13.00	15.02
RESEARCH SPECIALIST	13.89	14.37
SUPPLY CLERK	13.37	14.49
SHOP CLERK	13.37	14.49
RECORDS CLERK	13.37	14.49
GENERAL LABOR	12.68	12.69
WAREHOUSE SUPPLY CLERK	13.64	14.75

SUPPORT TECHNICIAN - shall receive \$1.00 per hour in addition to their rate of pay.

Leadman shall be changed to Support Technician.

- A. A Support Technician is a position established by management to perform duties, which may be in addition to their normal duties. The establishment of a Support Technician will be in accordance with the following conditions:
1. The Company will decide the number and area Support Technicians required.
  2. The Support Technician positions will be filled as per Article 8 Section 12 posting of vacancies.
  3. The Support Technician rate of pay will be in addition to the base rate of pay.
  4. A Support Technician will continue to be eligible and to participate in the area overtime scheduling procedures.
- B. The Company shall prepare a written job description for each Support Technician and it may include the current duties of the job to which the Support Technician is assigned. The Support Technicians additional specific duties as shown in the job description may include, but are not limited to, the following duties:
1. Training (a) Train and/or orient employees
  2. Carryout and assign job duties as directed by management.
  3. Other duties (a) Can relieve employees for emergency relief. (b) Supply materials and equipment. (c) Assist where needed in the areas of production, quality, safety, and housekeeping.
  4. Do paperwork if assigned by the supervisor.
  5. Support Technicians do not have the authority to hire, discharge,



and discipline or otherwise exert authority traditionally done by management.

6. Handle time reports.

Section 2. In addition to the above hourly rates or wages, the Swing Shift personnel and the Owl Shift personnel shall receive an additional 10% of base rate plus any support technician rate applied for night shift differential. The Company will pay shift differential on hours worked only. This specifically excludes vacation, holidays, and sick leave.

Section 3. In addition to Sections 1 and 2 above, all employees shall receive the following seniority increases for each year of full time continuous service:

1 Year	Five cents (\$.05) per hour increase
2 Years	Ten cents (\$.10) per hour increase
3 Years	Fifteen cents (\$.15) per hour increase
4 Years	Twenty cents (\$.20) per hour increase
5 Years	Twenty five cents (\$.25) per hour increase

Effective October 1, 1997:

6 Years Thirty cents (\$.30) per hour increase

Effective October 1, 1998:

7 Years Thirty five cents (\$.35) per hour increase

Effective October 1, 1999:

8 Years Forty cents (\$.40) per hour increase

Effective October 1, 2000:

9 Years Forty five cents (\$.45) per hour increase

Effective October 1, 2001

10 Years Fifty cents (\$.50) per hour increase

## **Article 18.**

### **MANAGEMENT RIGHTS**

The management of the business and the direction of the employees, including the right to plan, direct and control operations; hire, suspend or discharge for proper cause, transfer or relieve employees from duty because of lack of work or for other legitimate reasons; the right to introduce new or improved methods or facilities and the right to establish and maintain reasonable rules and regulations covering the operations, a violation of which shall be among the causes for discharge, are vested in the Employer, provided, however, that this right shall be exercised with due regard for the rights of the employees and provided further that it will not be used for the purpose of discrimination against any employee.

**Article 19.**

**EQUAL OPPORTUNITY**

The Union and the Employer each agree that there shall be nondiscrimination against any employee on account of color, creed, national origin, sex, age, disability or veteran's status in accordance with existing law. Where the word "he" appears in this Agreement, the parties agree that it applies to both "male" and "female" employees.

**Article 20.**

**SEPARABILITY**

Nothing contained in this Agreement is intended to violate any Federal or State Laws, rules or regulations made pursuant thereto. If any part of this Agreement is construed to be in such violation, then that part shall be null and void, and the parties agree that they will, within thirty (30) days, begin negotiations to replace said part with a valid provision.

**Article 21.**

**SEVERANCE PAY**

Any employee with more than six (6) months of continuous service credit beginning with Tecom, Inc. who has established seniority, shall be entitled to severance pay when involuntarily laid off because of lack of work for a period in excess of thirty (30) days: however, no employee shall be entitled to severance pay in cases where such layoff is due to fire, flood, explosion, bombing, earthquake, or act of God, causing damage at locations or new contractor hiring all present employees, where work is performed under this agreement, or from strikes or work stoppage resulting in the inability to maintain normal operations. Severance pay shall be paid based on the employee's base hourly pay rate.

The severance pay for employees entitled thereto under the provisions of this paragraph shall be as follows:

**LENGTH OF SERVICE WITH  
GSE CONTRACT**

**SEVERANCE PAY**

6 month to 1 year	40 hours
2 years to 3 years	80 hours
3 years to 4 years	120 hours
4 years to 5 years	160 hours
5 years to 6 years	200 hours
6 years to 7 years	240 hours
7 years to 8 years	280 hours
8 years to 9 years	320 hours
9 years to 10 years	360 hours
10 years to 11 years	400 hours
11 years to 12 years	440 hours
12 years to 13 years	480 hours
13 years to 14 years	520 hours
14 years to 15 years	560 hours
15 years to 16 years	600 hours
16 years to 17 years	640 hours
17 years to 18 years	680 hours
18 years or more	720 hours

Such severance pay shall be paid at the end of a waiting period of thirty (30) days from the date of such layoff. An employee who accepts reinstatement in employment with the Company and is reinstated during the waiting period shall not be entitled to severance pay as herein provided. An employee who has received severance allowance and is subsequently reinstated during the period the allowance covers will repay the difference to the Company in a manner agreeable to both. Such employee will be credited with the number of weeks of such repaid allowance against any future termination for which severance allowance is due.

This includes any and all successors of this contract for severance purposes. If the incoming Company does not hire all present employees, the employees not hired will receive severance pay from prior contractor.

Article 22.

EXPIRATION

This Agreement shall become effective on October 1, 2000 and shall continue in effect through September 30, 2003 and shall continue in effect thereafter from year to year unless either party serves notice in writing sixty (60) days prior to September 30, 2003 of a desire to terminate or change this Agreement.

IN WITNESS WHEREOF, the said parties have caused duplicate copies thereto to be executed by their duly authorized officers this 17<sup>th</sup> day of July, 2000

FOR THE UNION:

Steve Lomax  
Steve Lomax,  
President, CEO

Leon Holderfield  
Leon Holderfield,  
Secretary-Treasurer

Ricky L. Brown  
Rick Brown,  
Executive Assistant to the President

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FOR THE COMPANY:

James M. Scarborough  
James M. Scarborough,  
Project Manger

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\_\_\_\_\_  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

It is agreed in principle by both parties during negotiations that:

1.

Tecom Maintenance Services, Inc. will enforce and apply its absenteeism and tardiness policy to all Union employees equally.

2.

Vacations for employees returning from a leave of absence shall be prorated on the following basis: Full-time employees will be figured on a two thousand eighty (2,080) hours less eight (8) hours for each working day spent on leave in the vacation qualifying year divided by fifty-two (52):

Example:

2,080 hours less 20 days @ 8 hours = 1,920 hours divided by 52 weeks = 36.92 hours.

Part-time vacation will be figured on the number of hours worked in the vacation qualifying year divided by fifty-two (52).

3.

Pay periods shall be on the first (1st) and fifteenth (15th) of each month.

Should a pay period due date fall on a Saturday, Sunday or Holiday, the Company shall pass out paychecks on or before the pay period due date with the understanding that checks will not be cashed before the pay period due date posted on the check.

4.

If a confidentiality problem with employees' checks is not resolved, the company agrees to insert paychecks into privacy type envelopes.

5.

Company agreed if an employee is near a permanent restroom facility, they have no problem with the employees using these facilities, provided they do not abuse these privileges. Employees abusing this privilege shall be dealt with on an individual basis.

6.

It was agreed effective October 1, 1988, any employee doing sandblaster work and trailer shop will be paid at the rate of Equipment and Service Mechanic.

7.

Employees will be allowed to start early and leave early during hot summer months. This applies to employees working outside on day shift in the following areas: Pad 9, Non-Power section, and welders working in the operations area.

8.

The Company agreed if an employee is called to work outside of his regular schedule and told they wanted them to work overtime, they would be paid overtime and not scheduled time-off to prevent payment of overtime.

Employees will not be scheduled to work on holidays to prevent scheduling overtime. (Example: Holiday is on Friday; a person would not be scheduled to work on Friday at straight time to avoid working them on Saturday at time and one-half (1-1/2).

9.

The Company is unable to provide early pay because of the inability and capacity of their computer scheduling and operations. The Company may however provide for early pay to employees that have an emergency death situation within the immediate family. Immediate family is defined under Article 11 paragraph G. Early pay will not be considered for any other reasons.

10.

The Company has agreed to provide one (1) pair of insulated coveralls for employees in Operations including driver, non-power mechanics, and mechanics in Building #148. It is agreed that the coveralls should be subject to all policies pertaining to Company issued work clothes. This applies only to employees who have completed their probationary period.

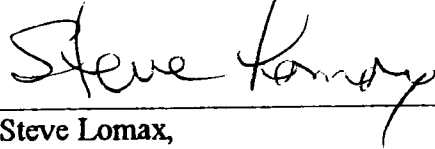
11.

The Company will have ninety (90) days from October 1, 1997 to phase in the Golf Cart Contract before bargaining unit employees take over the supply duties.

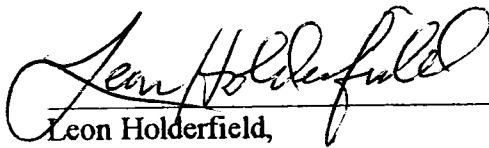
IN WITNESS WHEREOF, the said parties execute this

Agreement this 17<sup>th</sup> day of July, 2000.

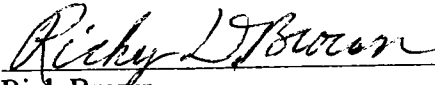
FOR THE UNION  
U.F.C.W. LOCAL NO. 1996



Steve Lomax,  
President, CEO

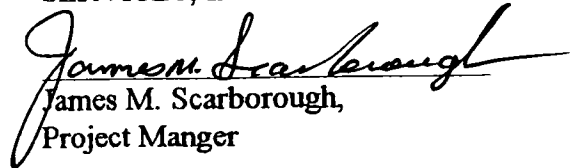


Leon Holderfield,  
Secretary-Treasurer



Rick Brown,  
Executive Assistant to the President

FOR THE EMPLOYER  
TECOM MAINTENANCE  
SERVICES, INC.



James M. Scarborough,  
Project Manger